

INVITATION TO BID

2016-022 New Playground Installation 5 Corners Park

I. INTENT

The Town of Hampton, acting through its Town Manager for the Hampton Police Department, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy and Purchasing Procedures requests sealed written bids for the purchase and installation of the following: New Playground Installation 5 Corners Park.

II. INSTRUCTIONS TO BIDDERS

All inquiries regarding the bid document, bid procedure, and any technical aspect may be directed to Dyana Martin, Director Parks and Recreation 603-929-5920 or by email [dmartin \(at\) town.hampton.nh.us](mailto:dmartin@town.hampton.nh.us)

A mandatory pre-bid meeting will be held on November 30, 2016 at 2:30PM at Town Offices, 100 Winnacunnet Road, Hampton, NH.

This project may include community volunteers to assist in the installation of the new playground, and excavation equipment or other large equipment may be provided by the Parks and Recreation and Public Works departments, to be operated by Town personnel.

The submitted bid proposal shall include the total cost for the assembly and installation of the new playground which includes the costs for the following: the playground equipment, the playground equipment associated components, the site security measures, assembly and installation of the equipment, the delivery costs of the equipment, Project Supervisor, and the removal and disposal of replaced playground equipment. An alternative cost proposal is included to account for Town and community involvement in the installation.

Funding for this project is approximately \$70,000.

III. SCOPE OF SERVICES

Installation of new playground equipment to replace the few pieces of equipment that are currently existing at the 5 Corners Park, and the removal and disposal of replaced playground equipment.

The Scope of Services shall include the following: the delivery of the requested new playground pieces, and associated playground components, provision of a Project Supervisor during the entire playground installation period, and provide site security measures during the installation of the playground.

The successful bidder will provide the necessary tools and manpower for the assembly and installation of the new playground pieces and associated components.

The following playground equipment pieces are to be incorporated in the new playground:

1. Biggi Ovni duo swing set
2. A playground rules sign
3. A play web lite with ground mounting kit
4. A spring animal with coil spring
5. Timber borders to cover an area of 3,258 square feet
6. Playground wood fiber for same area as per applicable ANSI standards

7. A modular playground piece including the following components:

Decks and kick plates:

- (2) square coated deck assembly
- (2) triangular coated deck assembly
- (2) coated deck to deck connection kit

ADA items:

- (1) transfer station with tall guardrail (36in deck)
- (1) approach step for transfer station

Slides:

- (1) straight slide with 72in deck
- (1) 360 spiral slide

Activity panels:

- (1) post mounted steering wheel
- (1) deck level activity panel
- (1) oval insert panel
- (1) post mounted seat
- (1) shifting sands panel insert or equivalent

Barriers:

- (2) access gates

Climbers:

- (1) deck to deck cloud walk with a 36in rise left
- (1) 6ft tower climber or equivalent
- (1) deck access support, 12in-24 in deck
- (1) deck access support, 36in-48in deck
- (1) 90 degree wall, 84in-60in

Posts:

- (3) 3.5 OD x1124in steel posts with riveted caps
- (4) 3.5in OD x136 steel posts with riveted caps
- (5) 3.5 OD x160in steel post with riveted caps

Overhead events:

- (1) leg lift
- (1) 6ft. horizontal loop ladder
- (1) overhead event access ladder, 36in deck

Audible Activities:

- (1) post mount drum

Additional tools and maintenance kits:

- (1) guidelines kits
- (1) surfacing warning label kit
- (1) pipe system maintenance kit with aerosol

IV. MINIMUM SPECIFICATIONS

The successful bidder shall provide all written information on the warranty for the new playground equipment and all of the playground equipment associated components.

All shipping, set up, assembly and installation, and delivery costs must be clearly included in pricing. All items proposed shall be new, in first class condition. Verbal agreements to the contrary will not be recognized.

All proposals shall include descriptive literature on each requested piece of new playground equipment, and shall include the most recent price list for each requested piece of playground equipment and provide an itemized cost breakdown. Failure to include this information with your proposal may result in the entire proposal being considered unresponsive.

V. USE OF SUBCONTRACTORS

The use of subcontractors will be allowed for this project, and subcontractors are subject to the same requirements as the selected bidder.

With each bill to the Town, the selected bidder shall provide evidence that the costs and expenses due to their subcontractors for any work hereunder have been paid in full before final payment is made by the Town of Hampton. Such evidence shall be accompanied by a written statement by the subcontractor on his letterhead certifying that payment has been made.

VI. CORRECTION OF DEFECTIVE WORK

The Town of Hampton shall require the correction of defective work. In the event the work performance of the selected bidder is unsatisfactory, the selected bidder will be notified by the Director of Parks and Recreation or her designee and be given five (5) working days to correct work, and unreasonable delay in the performing of corrections may be grounds for termination of the selected bidder. Upon failure of the selected bidder to correct work, the Town of Hampton shall withhold any amount necessary for the correction of work from payments due, in order to correct the deficiencies.

There will be no cost to the Town for any re-works/corrections.

VII. WARRANTY LAW

All Federal and State Warranty Laws apply to the materials and installation.

VIII. CHANGE ORDERS

The selected bidder shall not proceed with work and materials that are not included in the bid proposal and contract requirements and specifications without written prior approval of a change order by the Director of Parks and Recreation or her designee.

IX. CONTRACT AGREEMENT

The successful bidder selected through the award process will be required to enter into a contract agreement with the Town of Hampton and to execute the contract agreement within two weeks of the date of award, unless prior arrangements are made with the Director of Parks and Recreation or her designee.

Time of completion: The Time of completion shall be on or before June 1, 2017. The start date of the project is to be negotiated after the bid has been awarded.

This document 2016-022 New Playground Installation 5 Corners Park, Bid Proposal Form and any associated documents shall become part of the contract.

The selected bidder and/or its personnel shall not represent themselves as employees or agents of the Town of Hampton.

X. LIQUIDATED DAMAGES

The contract as awarded will contain a liquidated damages clause to the effect that a one-hundred (\$100.00) dollar per day penalty will be assessed for each day after June 1, 2017 that the Playground is not completed. Such late charge shall be deducted from the cost/payment excluding Federal Holidays for each day of delay of contract completion. Such late penalty shall be deducted from the payment for the work by way of liquidated damages.

XI. BONDING – BID SECURITY, PERFORMANCE, PAYMENT, AND OTHER BONDS

The bidder selected through the award process will be required to submit the following in order to fulfill the terms of the contract.

Performance Bond or Letter of Credit. A performance bond or a letter of credit as surety shall be submitted to the Town of Hampton by a surety company authorized to do business in New Hampshire in an amount at least equal to the proposal price. Said performance bond or letter of credit shall indemnify the Town of Hampton in full against any defects or loss resulting from any failure of performance by the selected proposer, or its employees and any of its sub consultants, and or contractor's, and any sub-contractor, material suppliers, and/or utilities in the performance of the work and fulfillment of the contract. The performance bond or letter of credit shall guarantee to the Town of Hampton that the work will be completed according to the terms of the contract. The performance bond or letter of credit shall be returned upon completion of the contract.

XII. INSURANCE REQUIREMENTS

The insurance required for the award of the contract shall provide for adequate protection of the selected bidder against damage claims, which may arise from work under the awarded contract, whether such work be by the insured or by anyone employed by him, and also against any of the hazards which may be encountered in the performance of the work.

The following coverages are required in order to be awarded the contract:

1. General Coverage

To be eligible to be awarded the contract to perform the work required, the selected bidder shall submit to the Town a current certificate of insurance for General Liability; Automobile Liability; Excess Liability; Property Liability (All risk including Theft & Fire) from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Each Occurrence	\$2,000,000.00
General Aggregate	\$2,000,000.00

2. Workers' Compensation

To be eligible to be awarded the contract to perform the work required, the selected bidder must submit to the Town a current certification of Workers' Compensation Insurance in accordance

with the provisions of New Hampshire law from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Coverage A	Statutory
Coverage B	\$2,000,000.00

3. Cancellation of Insurance

The cancellation of any insurance held by the selected bidder will automatically cancel any contract. Each insurance policy shall contain a provision that the certificates of insurance shall not be altered or cancelled except with 10-days written notice to the Town of Hampton.

The Town of Hampton shall be named as an additional insured on the insurance certificates.

XIII. PAYMENT

Payment will be made within 30-days of receipt of the submission of a completed invoice for the completion of the new playground, in writing, with approval signoff of the Director of Parks and Recreation or her designee.

Payment will be made only for actual work performed and accepted in accordance with the contract. Payment of the invoice shall automatically release any lien that the invoice may have provided against the Town.

Any scheduled item of work to be done and materials to be furnished may be increased, decreased, or omitted by the Director of Parks and Recreation or her designee, and no claim for loss, anticipated profits, or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

Billing Instructions. All invoices shall include the following information:

1. Company Name
2. Contract number
3. Task completion date
4. Break down of costs for:
 - a. Project Supervisor
 - b. Subcontractors
 - c. Playground Pieces
 - d. Site Security

XIV. NON-ASSIGNMENT

Neither the selected bidder nor the Town shall assign, transfer, convey, or otherwise hypothecate the contract or their rights, duties, or obligations hereunder, or any part thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

XV. INDEMNIFICATION

In accepting the awarded contract, the selected bidder agrees to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability and any all claims, suits, damages, and attorney's fees and costs, arising from the work to be performed or the services to be provided.

XVI. LAWS, PERMITS, AND LICENSING

It shall be the successful bidder's responsibility, and anyone employed by the selected bidder to adhere to and comply with all federal, state, and local laws, regulations, and codes, as well as with all standards and practices relating to the work being performed or the services provided. In addition, it is the successful bidder's responsibility, and anyone employed by the selected bidder to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the work to be performed or the services to be provided.

XVII. TERMINATION

The Town of Hampton acting through the Town Manager retains the right to terminate and dismiss the selected bidder for non-performance, or poor performance with five (5) working days' notice. Additionally, the Town of Hampton acting through the Town Manager reserves the right to negotiate a contract agreement with the next qualified bidder for completion of the work.

XVIII. SUBMITTAL REQUIREMENTS

All prospective bidders are expected to carefully examine the Invitation to Bid and all its sections, and any attachments, and any addenda distributed before submitting a bid proposal. Failure to do so will not relieve the successful bidder of the obligation to furnish all equipment and labor necessary to carry out the provisions of the Invitation to Bid.

The submission of a bid proposal shall be considered prima facie evidence that the bidder has made such examination and has taken into account the Town's intent. . Failure to comply will be reflected in the evaluation of the bid, and may result in disqualifications of the bidder.

All costs related to the bid proposal preparation and/or submission will be borne by the bidder in responding to this Invitation to Bid or in responding to any request for interviews, additional information, etc. prior to the issuance of a contract.

Any Bid proposal which is incomplete, conditional, or obscure, or which contain erasures, alterations or other irregularities of any kind, or in which errors occur or contain abnormally high or low costs, may be rejected.

The completed Bid Proposal Form must contain the full name of the company and the address. Failure to manually sign the Bid Proposal Form will disqualify the submitting bidder. The person signing the Bid Proposal Form shall show title or authority to bind the Company in a contract agreement.

The cost shall be stated in both words and figures on the Bid Proposal Form. All words and figures shall be written in ink. In case of a discrepancy between the figures and the words, the written words shall govern.

All submitted Bid proposals shall be sealed and shall contain one (1) original and two (2) copies of the completed Bid proposal package. This includes this entire document, including the Bid Proposal Form, all attachments, and any addenda distributed.

All bidders are required to provide the following information with their submissions, and in the order that follows:

1. Original and two (2) copies of the Invitation to Bid
2. Bid Proposal Form and all addendums, attachments

3. The bidder must provide a statement of the project management organization and team organization by task.
4. The statement of qualifications shall include:
 - i. Bidder's qualifications
 - ii. Qualifications of key personnel that will be assigned to this project, by task
 - iii. Indication of the bidder's current workload and the ability to complete the project in the spring of 2017
5. Name, address, and function of any subcontractor whose services you propose to use.
6. Discuss in detail your security system for providing the required site security. State in detail how your firm would provide a secure facility.
7. A list of five (5) references for which comparable services have been performed. This list shall include company name, person to contact, address, and telephone number. Failure to include references will be ample cause for rejection of proposal as non-responsive. Preferred references include other local government agencies.

XIX. RETURN OF SEALED BID PROPOSALS

Sealed Bid Proposals will be received until 3:00PM EST on Wednesday, December 7, 2016 at the Town Manager's Office, 100 Winnacunnet Road, Hampton, NH 03842. Sealed bid proposal envelopes must be clearly marked "2016-022 New Playground Installation 5 Corners Park."

No faxed or emailed Bid proposal or faxed or emailed withdrawals of the Bid proposal will be permitted. If a withdrawal is made in either fashion, it will be destroyed upon receipt.

A prospective bidder may withdraw its Bid proposal, upon request to the Town Manager before the time of opening; the Bid proposal will be returned unread. At the Town's discretion, late Bid proposals may be returned to bidder unopened.

1. Correction or Withdrawal of Bid Proposal and Cancellation of Awards under Competitive Sealed Bid.

Correction or withdrawal of inadvertently erroneous Bid proposals before or after award, or cancellation of awards or contracts based on such Bid proposal mistakes, shall be permitted at the Town Manager's sole discretion. However, no changes in the proposed cost(s) or other provisions of the Bid proposal prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of a Bid proposal, or to cancel awards or contracts based on errors or omissions, shall be supported by a written determination made by the Town Manager or his/her representative. No Bid proposal may be withdrawn when the result would be to award the contract to another Bid proposal of the same Successful bidder(s) or of another Successful bidder(s) in which the ownership of the withdrawing Successful bidder(s) is more than five percent. If the Town Manager or his designee denies the withdrawal of a Bid proposal, he shall notify the bidder in writing stating the reasons for his decision.

XX. DISQUALIFICATION

A bidder may be disqualified and their Bid proposal rejected for either of the following reasons: 1) failure to supply complete information as requested by this Invitation to Bid or 2) evidence of collusion among other bidders. Any Bid proposal(s) so rejected for reason #2 will disqualify the bidder(s) involved from consideration in future dealings with the Town.

XXI. PURCHASING POLICY APPLIES

The Town of Hampton's Purchasing Policy and Purchasing Procedures in Chapter 718 of the Hampton Code applies to any Bid proposals received hereunder.

XXII. AWARD

The award will only be made after evaluation of all Bid proposals submitted. The award is expected to be made within (10) ten working days of the Bid opening. The award of this bid shall in no way guarantee any amount of work to the successful bidder.

The award will be made to the most responsive and responsible Bid proposal that meets the specifications contained herein on a total cost basis, with terms viewed as most favorable to the Town of Hampton, and the satisfactory negotiation of a final contract.

The lowest cost proposal may not necessarily be selected, as the Town will also weigh the factors set forth in Section 718-4 to reach a final determination. Lack of experience of prospective bidders may be grounds for their disqualification in the award process.

The Town acting through the Town Manager reserves the right to reject any, or all Bid proposals, to waive any informality of the Bid proposals received, to omit any item or items and/or to accept any Bid proposal as he may deem to be in the best interest of the Town. The decisions of the Town Manager shall be final.

XXIII. NO RESPONSE REQUEST

It is requested of all prospective bidders that if they will not be submitting a Bid proposal to submit a letter of no response to the Town of Hampton.

XXIV. POSTING OF BIDS

This Invitation to Bid and any attachments, and any addenda distributed are posted on the Town's website at <http://hamptonnh.gov/wp-content/uploads/Townmanager/Forms/RFP>

All prospective bidder(s) seeking to submit a Bid proposal are requested to inform the Town of Hampton by email at inquiries@town.hampton.nh.us that they have obtained the Invitation to Bid from the Town's Website. Please provide your name, address, phone number, and email address. This will enable the Town of Hampton to forward any addenda distributed and/or additional information that may be required for compliance with the Invitation to Bid document.

XXV. GOVERNING LAW AND VENUE

This Invitation to Bid, the Bid proposal form, and the contract agreement to be entered into shall be governed by the statutory and common laws of the State of New Hampshire and venue shall lie in the State Courts of the State of New Hampshire as to any dispute.

BID PROPOSAL FORM

2016-022 New Playground Installation 5 Corners Park

All proposals shall include descriptive literature on each requested piece of playground equipment, and shall include the most recent price list for each requested piece of playground equipment and provide an itemized cost breakdown.

The Bid Proposal shall be the total cost for all of the following:

1. Biggi Ovni duo swing set
2. A playground rules sign
3. A play web lite with ground mounting kit
4. A spring animal with coil spring
5. Timber borders to cover an area of 3,258 square feet
6. Playground wood fiber for same area
7. A modular playground piece including the associated components
8. Security measures
9. Project Supervisor
10. Installation and delivery

The Bidder shall specify here in figures and words in United States Dollars and Cents the cost of the New Playground Installation 5 Corners Park. In the case of a discrepancy between the figure amounts and the words, the written words shall govern. All costs shall include all equipment, materials, labor, labor cost, machinery, and tools incidental to the performance of the work.

Cost with Town and Volunteer Involvement: \$ _____
(figures)

\$ _____ dollars
(words)

Cost without Town and Volunteer Involvement: \$ _____
(figures)

\$ _____ dollars
(words)

The undersigned is submitting this Bid Proposal without collusion with any other individual or corporation.

Company Name: _____ Name: _____

Address: _____ Title: _____

City, State, and Zip Code _____

Business Telephone _____

Business Fax Telephone Number _____

E-Mail Address _____

Website Address _____

Signature of Authorized Person _____

Date _____

By signing above you are attesting that you are duly authorized by law to commit the individual, association, partnership, company, or corporation to the terms of this bid. Once submitted, all bids shall be held firm and not withdrawn for 90 days from bid opening.